

Contract 009485

Provisions and Plans

For Construction of:

SR 20

MP 149.88 TO MP 150.06

**7 MI. W OF RAINY PASS
FLOOD DEFLECTION BERM**

SKAGIT COUNTY

F.A. PROJECT NO. WFL-2015(006)



**Washington State
Department of Transportation**



THIS AGREEMENT, made and entered into this 16th day of December, 2019,
between the STATE OF WASHINGTON, acting through the Washington State Department of
Transportation, and the Secretary of Transportation under and by virtue of Title 47 RCW, as
amended and

TIGER CONSTRUCTION, LTD., a limited corporation existing under and by virtue of the
Laws of the State of Washington

hereinafter called the Contractor.

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a
part of this agreement, the parties hereto covenant and agree as follows:

I. The Contractor shall do all work and furnish all tools, materials, and equipment for:
Contract 9485, a portion of SR 20, MP 149.88 to MP 150.06, 7 MI. W OF RAINY PASS -
FLOOD DEFLECTION BERM, F. A. No. WFL-2015(006), Skagit County, Washington

in accordance with and as described in the attached plans and specifications, and the
standard specifications of the Washington State Department of Transportation which are by this
reference incorporated herein and made part hereof and, shall perform any changes in the work in
accord with the Contract Documents.

The Contractor shall provide and bear the expense of all equipment, work and labor, of any
sort whatsoever that may be required for the transfer of materials and for constructing and
completing the work provided for in these Contract Documents except those items mentioned
therein to be furnished by the State of Washington.

II. The State of Washington hereby promises and agrees with the Contractor to employ,
and does employ the Contractor to provide the materials and to do and cause to be done the above
described work and to complete and finish the same in accord with the attached plans and
specifications and the terms and conditions herein contained and hereby contracts to pay for the
same according to the attached specifications and the schedule of unit or itemized prices at the time
and in the manner and upon the conditions provided for in this contract.

III. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, and assigns, does hereby agree to full performance of all covenants required of the Contractor in the contract.

IV. It is further provided that no liability shall attach to the State by reason of entering into this contract, except as provided herein.

IN WITNESS WHEREOF, the Contractor has executed this instrument, on the day and year first below written and the Secretary of Transportation has caused this instrument to be executed by and in the name of the said State of Washington and the Washington State Department of Transportation the day and year first above written.

Executed by the Contractor

VERIFIED AS AN
AUTHORIZED SIGNER

DEC 13 2019

BY CST IN CAPS

Tiger Construction Ltd

[Signature]

Derek Isenhardt, Vice President
(Contractor)

Washington State Department of Transportation

Secretary of Transportation

By: [Signature]

Date: December 16, 2019